

Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

FILED
6/5/2019 10:55 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
1987CH08615

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

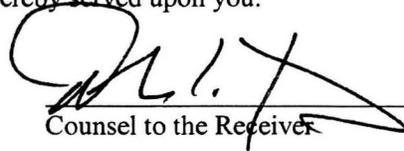
**IN THE MATTER OF THE REHABILITATION)
OF CENTAUR INSURANCE COMPANY) NO. : 87 CH 8615
)**

5299307

NOTICE OF FILING

TO: See Attached Service List

YOU ARE HEREBY NOTIFIED that on June 5, 2019, Robert H. Muriel, Director of Insurance of the State of Illinois, as the statutory and court affirmed Rehabilitator of Centaur Insurance Company, filed with the Clerk of the Circuit Court of Cook County, Illinois, the attached Notice of Lodging of Proposed Settlement Agreement a copy of which is hereby served upon you.


Counsel to the Receiver

AFFIDAVIT OF SERVICE

I, Richard C. Abron, a non-attorney, on oath state, that I served a copy of the "Notice of Lodging of Proposed Settlement Agreement" to all persons on the attached service list by depositing the same in the U.S. Mail depository located at 222 Merchandise Mart Plaza, Chicago, Illinois, 60654 on June 5, 2019 with proper postage prepaid.



Subscribed and sworn to before me
this 5th day of June, 2019


Notary Public



J. Kevin Baldwin
Dale A. Coonrod
dcoonrod@osdchi.com
Counsel to the Receiver
Office of the Special Deputy Receiver
222 Merchandise Mart Plaza, Suite 960
Chicago, Illinois 60654
(312) 836-9500
Attorney Code #16819

SERVICE LIST

CENTAUR INSURANCE COMPANY
(Case No. 87 CH 08615)

Robert N. Hermes
Butler, Rubin, Saltarelli
& Boyd LLP
321 North Clark
Suite 400
Chicago, Illinois 60654
rhernes@butlerrubin.com

David E. Schoenfeld
Shook Hardy & Bacon L.L.P.
111 South Wacker Drive
Suite 5100
Chicago, Illinois 60606
dschoenfeld@shb.com

COURTESY COPY TO:

Donald G. Frankel
Senior Counsel
Environmental Enforcement Section
Environmental and Natural Resources Division
U.S. Department of Justice
408 Atlantic Avenue, Suite 236
Boston, MA 02110

The Honorable Judge Sophia H. Hall
Room 2301
The Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602

Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

FILED
6/5/2019 10:55 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
1987CH08615

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANVERY DIVISION

IN THE MATTER OF REHABILITATION)
OF CENTAUR INSURANCE COMPANY) NO. 87 CH 8615

5299307

NOTICE OF LODGING OF PROPOSED SETTLEMENT AGREEMENT

Robert H. Muriel, Director of Insurance of the State of Illinois, in his capacity as the statutory and court-affirmed Rehabilitator (“Rehabilitator”) of Centaur Insurance Company (“Centaur”), hereby lodges with the Court the Settlement Agreement (“Agreement”) attached hereto as Exhibit A, which has been entered into by and between the Rehabilitator and the United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“EPA”), the United States Department of the Interior (“DOI”) and the National Oceanic and Atmospheric Administration of the Department of Commerce (“NOAA”).

Centaur is an insurance company in rehabilitation under the jurisdiction of this Court. The United States has asserted claims on behalf of the EPA, DOI and NOAA, acting by and through the U.S. Department of Justice, concerning the claims of EPA, DOI and/or NOAA against Centaur under the following policies: (a) excess umbrella liability policy issued to LCP Chemicals & Plastics, Inc. (“LCP Chemicals”), Policy No. CML 101029, Policy Term: August 1, 1982 to August 1, 1983, Policy Limit: \$10,000,000 (the “LCP Policy”); (b) excess umbrella policies issued to Avtex Fibers, Inc. (“Avtex Fibers”), including Policy No. CML 101001, Policy Term: November 1, 1980 to August 1, 1981, Policy Limit: \$5,000,000 and Policy No. CML 101016, Policy Term: August 1, 1981 to August 1, 1982, Policy Limit: \$5,000,000 (the “Avtex Policies”); and (c) excess umbrella policy issued to Sharon Steel Corporation (“Sharon Steel”), Policy No. PL 00541, Policy Term: January 1, 1980 to October 1, 1980, Policy Limit: \$500,000 (“Sharon Steel Policy”).

FILED DATE: 6/5/2019 10:55 AM 1987CH08615

On November 17, 2017, the United States filed a proof of claim in the rehabilitation proceeding in the amount of \$11,750,000, which included: (a) a claim of \$1,250,000 under the LCP Policy with respect to the liability of LCP Chemicals to DOI and NOAA under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. § 9607, for natural resource damages in connection with the LCP Chemicals Superfund Site in Linden, New Jersey, (b) a claim of \$10,000,000 under the Avtex Fibers Policies with respect to the liability of Avtex Fibers to EPA and DOI under Section 107 of CERCLA, *id.*, for response costs and natural resource damages in connection with the Avtex Fibers, Inc. Superfund Site in Front Royal, Virginia, and (c) a claim of \$500,000 under the Sharon Steel Policy with respect to the liability of Sharon Steel to EPA under Section 107 of CERCLA, *id.*, for response costs in connection with the Sharon Steel (Farrell Works Disposal Area) Superfund Site in Farrell and Hermitage, Pennsylvania (collectively the “2017 Claims”).

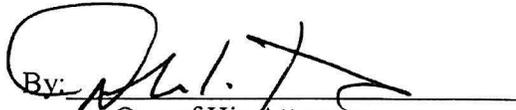
The Rehabilitator and EPA, DOI, and NOAA, have agreed to a final settlement of the 2017 Claims and to recommend the 2017 Claims for allowance in the total amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) pursuant to, and in accordance with, Section 209 of the Illinois Insurance Code, 215 ILCS 5/209, subject to the approval of the Supervising Court. Centaur will classify and recommend the allowance of the 2017 Claims to the Supervising Court at statutory level (f) of the Illinois priorities of distribution statute, 215 ILCS 5/205(1)(f). If the Supervising Court grants such approval, the 2017 Claims shall be allowed and fixed in said amount for purposes of participating in any distribution of Centaur’s estate assets at statutory priority level (f), *id.* Payment of the settlement amount shall be allocated as set forth in ¶9 of the Agreement.

FILED DATE: 6/5/2019 10:55 AM 1987CH08615

The Rehabilitator is not requesting that the Court approve the recommended allowance of the 2017 Claims or the Agreement at this time. In accordance with Paragraphs 18 and 19 of the Agreement, the Agreement is subject to a public comment period and the United States has reserved the right to withdraw its consent if comments regarding the Agreement disclose facts or considerations which indicate that the Agreement is not in the public interest. Notice of the lodging of the Agreement will be published in the Federal Register, following which the United States Department of Justice will accept public comments on the proposed Settlement Agreement for a thirty-day period. After the conclusion of the comment period, the United States will inform the Rehabilitator with respect to whether the United States has decided to go forward with the Agreement. If so, the Rehabilitator will file a motion recommending the allowance of the 2017 Claims and approval of the Agreement.

Respectfully submitted,

ROBERT H. MURIEL
Director of Insurance of the State of Illinois,
as Rehabilitator of Centaur Insurance Company

By: 
One of His Attorneys

J. Kevin Baldwin
Dale A. Coonrod
dcoonrod@osdchi.com
Counsel to the Receiver
222 Merchandise Mart Plaza, Suite 960
Chicago, Illinois 60654
(312) 836-9500
Attorney Code #16819

Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

EXHIBIT A

FILED
6/5/2019 10:55 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
1987CH08615

5299307

FILED DATE: 6/5/2019 10:55 AM 1987CH08615

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

IN THE MATTER OF THE REHABILITATION)
OF CENTAUR INSURANCE COMPANY) NO. 87 CH 8615

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), is hereby made by and entered into between Robert H. Muriel, Acting Director of the Illinois Department of Insurance, in his capacity as the statutory and court-affirmed Rehabilitator (“Rehabilitator”) of Centaur Insurance Company (“Centaur”), and the United States of America (“United States”) (the “Parties”), on behalf of the Environmental Protection Agency (“EPA”), the United States Department of the Interior (“DOI”), and the National Oceanic and Atmospheric Administration of the Department of Commerce (“NOAA”), acting by and through the U.S. Department of Justice, concerning the claims of EPA, DOI and/or NOAA against Centaur under the following policies: (a) excess umbrella liability policy issued to LCP Chemicals & Plastics, Inc. (“LCP Chemicals”), Policy No. CML 101029, Policy Term: August 1, 1982 to August 1, 1983, Policy Limit: \$10,000,000 (the “LCP Policy”); (b) excess umbrella policies issued to Avtex Fibers, Inc. (“Avtex Fibers”), including Policy No. CML 101001, Policy Term: November 1, 1980 to August 1, 1981, Policy Limit: \$5,000,000 and Policy No. CML 101016, Policy Term: August 1, 1981 to August 1, 1982, Policy Limit: \$5,000,000 (the “Avtex Fibers Policies”); and (c) excess umbrella policy issued to Sharon Steel Corporation (“Sharon Steel”), Policy No. PL 00541, Policy Term January 1, 1980 to October 1, 1980, Policy Limit \$500,000 (“Sharon Steel Policy”) (collectively the “Subject Policies”).

I. Background

1. On September 4, 1987, the Circuit Court of Cook County, Illinois (“Supervising Court”) entered an Agreed Order of Rehabilitation against Centaur (Case No. 87 CH 8615). That order appointed the Director of Insurance of the State of Illinois as the Rehabilitator of Centaur. Centaur is currently operating under a Second Revised Plan of Rehabilitation approved by the Supervising Court on December 8, 2000.

2. In accordance with the court-approved Plan of Rehabilitation, Revised Plan of Rehabilitation and Second Revised Plan of Rehabilitation, Centaur’s direct policy obligations asserted by policyholders, which were classified as level (d) and (e) claims, were paid as they came due, while general creditor obligations were fixed but not paid.

3. Under the Second Revised Plan of Rehabilitation, a bar date of March 30, 2001 was established by the Supervising Court for the presentation of claims, and a deadline of October 1, 2001 was established for the liquidation of contingent claims.

4. The adjudication and payment-in-full of priority level (d) and (e) claims filed on or before March 30, 2001 was completed in January 2011. During the course of the rehabilitation proceedings, \$131,143,500 in priority level (d) and (e) policyholder claims and defense obligations have been discharged.

5. On or about June 30, 2013, EPA filed a proof of claim in the Centaur rehabilitation proceeding seeking coverage under the LCP Policy in connection with the liability of LCP Chemicals under Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9607, at the LCP Chemicals Superfund Site located in Brunswick, Georgia (“Brunswick Claim”). The Rehabilitator assigned claim number 14303 to the Brunswick Claim. On February 13, 2015, EPA informed the

Rehabilitator that Centaur was also potentially liable under the LCP Policy in connection with the liability of LCP Chemicals under Section 107 of CERCLA, 42 U.S.C. § 9607, at other Superfund sites including, without limitation, the Hanlin-Allied Olin Superfund Site in Moundsville, West Virginia and the LCP Chemicals, Inc. Site in Linden, New Jersey (“LCP Linden Site”) (collectively, with the Brunswick Claim, the “EPA LCP Claims”).

6. On July 12, 2017, the Supervising Court approved a Settlement Agreement that resolved the EPA LCP Claims. Under that Settlement Agreement, the Rehabilitator agreed to pay EPA \$8,750,000, to be allocated \$2,916,667 with respect to the liability of LCP Chemicals at the LCP Superfund Site in Brunswick, Georgia, \$2,916,667 with respect to the liability of LCP Chemicals at the Hanlin-Allied-Olin Superfund Site in Moundsville, West Virginia, and \$2,916,666 with respect to the liability of LCP Chemicals at the LCP Linden Site. On July 31, 2017, the Rehabilitator made the \$8,750,000 payment.

7. On November 17, 2017, the United States filed a proof of claim in the amount of \$11,750,000, which included: (a) a claim of \$1,250,000 under the LCP Policy with respect to the liability of LCP Chemicals to DOI and NOAA under Section 107 of CERCLA, 42 U.S.C. § 9607, for natural resource damages in connection with the LCP Linden Site, (b) a claim of \$10,000,000 under the Avtex Fibers Policies with respect to the liability of Avtex Fibers to EPA and DOI under Section 107 of CERCLA, 42 U.S.C. § 9607, for response costs and natural resource damages in connection with the Avtex Fibers, Inc. Superfund Site in Front Royal, Virginia (“Avtex Fibers Site”), and (c) a claim of \$500,000 under the Sharon Steel Policy with respect to the liability of Sharon Steel to EPA under Section 107 of CERCLA, 42 U.S.C. § 9607, for response costs in connection with the Sharon Steel Corporation (Farrell Works Disposal

Area) Superfund Site (“Sharon Steel Site”) in Farrell and Hermitage, Pennsylvania (the “2017 Claims”).

II. Claim Allowance and Covenant Not to Sue

8. The Rehabilitator and EPA, DOI, and NOAA, hereby agree to the final settlement of the 2017 Claims, as provided in Paragraphs 8-15 of this Agreement, and to recommend the 2017 Claims for allowance in the total amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) pursuant to, and in accordance with, Section 209 of the Illinois Insurance Code, 215 ILCS 5/209, subject to the approval of the Supervising Court. Centaur will classify and recommend the allowance of the 2017 Claims to the Supervising Court at statutory level (f) of the Illinois priorities of distribution statute, 215 ILCS 5/205(1)(f). If the Supervising Court grants such approval, the 2017 Claims shall be allowed and fixed in said amount for purposes of participating in any distribution of Centaur’s estate assets at statutory priority level (f), 215 ILCS 5/205(1)(f). The United States does not object to the classification of the 2017 Claims at statutory priority level (f); provided, however, that the United States does not waive, and hereby reserves, the right to assert a different priority classification with respect to other federal claims against Centaur and federal claims in other insurance receiverships.

9. Of the total allowed amount of \$6,500,000, \$1,000,000 shall be paid with respect to the LCP Policy, \$5,000,000 shall be paid with respect to the Avtex Fibers Policies, and \$500,000 shall be paid with respect to the Sharon Steel Policy. The \$1,000,000 paid with respect to the LCP Policy shall be paid to DOI and NOAA as follows: \$967,000 shall be deposited in NOAA’s Damage Assessment and Restoration Revolving Fund (“DARRF”), to be applied toward Natural Resource Damages assessment costs incurred by NOAA in connection with the LCP Linden Site, and \$33,000 shall be deposited in DOI’s Natural Resource Damage

Assessment and Restoration Fund (“NRDAR Fund”), to be applied toward Natural Resource Damages assessment costs incurred by DOI in connection with the LCP Linden Site. The \$5,000,000 paid with respect to the Avtex Fibers Policies shall be paid to EPA and DOI as follows: \$4,330,000 to EPA with respect to the Avtex Fibers Site and \$670,000 to DOI with respect to the Avtex Fibers Site (of that amount, \$200,000 to be deposited in the NRDAR Fund, to be applied toward Natural Resource Damages assessment costs incurred by DOI in connection with the Avtex Fibers Site, \$381,370, including all interest earned on such funds, to be deposited in a segregated, site-specific sub-account within the NRDAR Fund, to be used by DOI for restoration activities to compensate the public for recreational injuries, but shall not be used to conduct assessment activities, \$63,630, including all interest earned on such funds, to be deposited in a segregated, site-specific sub-account within the NRDAR Fund, to be used by DOI for restoration activities to compensate the public for aquatic injuries, but shall not be used to conduct assessment activities, and \$25,000 to be used by DOI for restoration planning, implementation and monitoring). The \$500,000 paid in connection with the Sharon Steel Policy shall be paid to EPA in connection with the Sharon Steel Site. With respect to the amounts to be paid to EPA, EPA shall deposit all cash distributions it receives into a special account for the site in question established by EPA within the Hazardous Substance Superfund pursuant to Section 122(b)(3), 42 U.S.C. § 9622(b)(3), to be retained and used to conduct or finance response actions at or in connection with the site in question, or to be transferred to the Hazardous Substance Superfund.

10. Cash distributions to the United States pursuant to this Settlement Agreement shall be made at <https://www.pay.gov> or by FedWire Electronic Funds Transfer in accordance with instructions, including a Consolidated Debt Collection System (“CDCS”) number, to be

provided to the Rehabilitator by the United States Attorney's Office for the Northern District of Illinois. At the time of any cash distribution pursuant to this Agreement, the Rehabilitator shall transmit written confirmation of such distribution to the United States by U.S. mail and email (if an email address is provided) at the addresses specified below in Paragraph 26, and email confirmation of such distribution to the EPA Cincinnati Finance Office at cinwd_acctsreceivable@epa.gov, with a reference to DOJ Case Number 90-11-3-10462 and the following Site/Spill ID Numbers for the EPA payments: Avtex Fibers Site: 03D1; Sharon Steel Site: 03DX.

11. In consideration of the execution of this Agreement and the approval by the Supervising Court, the United States covenants not to file a civil action against the Rehabilitator or Centaur with respect to (a) all liabilities and obligations to DOI and NOAA under the LCP Policy arising pursuant to CERCLA, (b) all liabilities and obligations to EPA and DOI under the Avtex Fibers Policies arising under CERCLA, and (c) all liabilities and obligations to EPA under the Sharon Steel Policy arising under CERCLA, whether such liabilities and obligations are known or unknown, reported or unreported, and whether currently existing or arising in the future. As used in this paragraph, the terms Rehabilitator and Centaur shall include their respective subsidiaries, affiliates, parent companies, successors and assigns and their respective officers, directors and employees.

12. The United States specifically reserves, and this Agreement, including the provisions of Paragraph 11, is without prejudice to (a) any action seeking to impose criminal liability, (b) any action based on the failure to meet a requirement of this Agreement, (c) any claim based on any insurance policy other than the Subject Policies, (d) any claim of EPA, DOI or NOAA against Centaur under the Subject Policies based on liability under any statute other

than CERCLA, and (e) any claim of any federal agency or department, other than EPA, DOI or NOAA, with respect to the Subject Policies.

13. The covenant set forth in Paragraph 11 extends only to the persons set forth in Paragraph 11 and does not extend to any other person. The United States expressly reserves all claims, demands, and causes of action, either judicial or administrative, past, present, or future, in law or equity, which it may have against all other persons, firms, corporations, or entities for any matter arising at or relating in any manner to the LCP Linden Site, the Avtex Fibers Site, or the Sharon Steel Site or claims addressed herein. Further, nothing in this Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), to enter into any settlement that gives rise to contribution protection for any person not a Party to this Agreement.

14. In consideration of the execution of this Agreement and the approval by the Supervising Court, the Rehabilitator and Centaur covenant not to sue the United States, or any department or agency thereof, with respect to any liabilities or obligations to DOI or NOAA under the LCP Policy, with respect to any liabilities or obligations to EPA or DOI under the Avtex Fibers Policies, or with respect to any liabilities or obligations to EPA under the Sharon Steel Policy, whether such liabilities and obligations are known or unknown, reported or unreported, and whether currently existing or arising in the future, including, but not limited to, (a) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9507, (b) any claim under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, (c) any claims arising out of response activities at the LCP Linden Site, the Avtex Fibers Site, or the Sharon Steel Site, and (d) any claim to recover all or any part of the settlement amounts set forth in Paragraphs 8-9 of this Agreement.

15. Upon execution of this Agreement, and after approval of this Agreement by the Supervising Court, the 2017 Claims shall be fully resolved and terminated, with prejudice, with each Party bearing its own costs and fees in connection with the 2017 Claims and the negotiation and performance of this Agreement.

III. Remedies

16. In the event of a breach of this Agreement, the Parties to this Agreement shall have all rights and remedies available at common law.

17. This Agreement shall be governed by the laws of the State of Illinois with respect to any dispute arising under this Agreement between the Parties, except to the extent that federal law applies, without regard to conflict of laws principles.

IV. Court Approval

18. Within seven days after the Agreement has been signed by all signatories below, the Rehabilitator shall lodge the Agreement with the Supervising Court and, at such time, the United States shall publish a notice in the Federal Register stating that the Agreement is subject to a public comment period. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Agreement disclose facts or considerations which indicate that the Agreement is not in the public interest. After the conclusion of the public comment period, the United States will notify the Rehabilitator as to whether or not it is going forward with the Agreement.

19. The Rehabilitator shall recommend the allowance of the 2017 Claims for approval to the Supervising Court, in accordance with the provisions of this Agreement, within 30 days of being informed by the United States that it is going forward with the Agreement. If the Supervising Court approves the Rehabilitator's recommendation and enters a final order

thereon, the Rehabilitator shall pay the United States the full amount set forth above, (\$6,500,000.00), within 30 days of entry of the final order. In connection with the foregoing payment, the United States hereby agrees that the payment will not constitute a preferential payment with respect to any other claims, both known and unknown, of the United States or any of its agencies, and hereby covenants not to sue or pursue any action or claim(s), including claims under 31 U.S.C. §3713, against the Rehabilitator or Centaur, or any of their successors or agents, in the event that any claims that may arise or be settled in the future are not paid in full due to insufficient assets in the Centaur estate as a result of the foregoing payment or in the event that any such claims are not paid in full due to an insufficient amount of potential liability remaining under the Subject Policies as a result of the foregoing payment.

20. If for any reason (a) the Agreement is withdrawn or consent is withheld by the United States as provided in Paragraph 18, or (b) the Agreement is not approved by the Supervising Court: (i) this Agreement shall be null and void, and the Parties hereto shall not be bound under the Agreement or under any documents executed in connection herewith; (ii) the Parties shall have no liability to one another arising out of or in connection with this Agreement or under any documents executed in connection herewith; and (iii) this Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value.

V. General

21. The Parties further acknowledge that this Agreement is made solely for the consideration specified herein, without reliance on any statement, warranties, or representations by the Rehabilitator, his duly appointed agents or representatives, Centaur, its agents or representatives, or by the United States or its agents or representatives, other than any representations and warranties contained herein.

22. The Parties understand and agree that this Agreement is a compromise in settlement of disputed liabilities, obligations and claims under the Subject Policies.

23. This Agreement shall constitute the entire agreement between the Parties and may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by written amendment duly executed by an authorized representative of each of the Parties. Material modifications shall be subject to the approval of the Supervising Court.

24. The recommended claim allowance made by this Agreement shall constitute a valuation of the 2017 Claims as set forth herein, and shall be binding upon the United States, the Acting Director of Insurance, as Rehabilitator, and Centaur, as to the amount and valuation of the 2017 Claims.

25. This Agreement may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument and agreement.

26. All notices, demands, accountings or other communications that either Party desires or is required to give to the other Party shall be given in writing by U.S. mail and email (if an email address is provided below). All such communications shall be sent to the individuals noted below or to such other individual(s) as a Party may designate in writing from time to time.

(a) If to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044
Ref. DOJ File No. 90-11-3-10462

Donald G. Frankel
Senior Counsel
U.S. Department of Justice
Environmental Enforcement Section
Environmental and Natural Resources Division
408 Atlantic Avenue
Suite 236
Boston, MA 02110
donald.frankel@usdoj.gov

Barbara Gutierrez
Attorney-Advisor
United States Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
gutierrez.barbara@epa.gov

Amy Horner Hanley
Senior Attorney Advisor
Office of the Solicitor
Environmental Restoration Branch
US Department of the Interior
1849 C Street NW, MS 6316
Washington, DC 20240
amy.hanley@sol.doi.gov

Brianna C. Kenny
Attorney-Advisor
U.S. Department of the Interior
Office of the Solicitor, Northeast Region
15 State Street
8th Floor
Boston, MA 02019-3502
brianna.kenny@sol.doi.gov

Kimberly Katzenbarger
Attorney
National Oceanic and Atmospheric Administration
Office of General Counsel
Natural Resources Section
1315 East West Highway
Suite 15107
Silver Spring, MD 20910-3282
kimberly.katzenbarger@noaa.gov

Donna Roberts
DARRF Manager
NOAA/NOS/OR&R
1305 East West Highway
SSMC4, Room 10139
Silver Spring, MD 20910-3281
donna.roberts@noaa.gov

(b) If to Centaur:

Dale A. Coonrod
Deputy General Counsel
Office of the Special Deputy Receiver
222 Merchandise Mart Plaza, Suite 960
Chicago, IL 60654
dcoonrod@osdchi.com

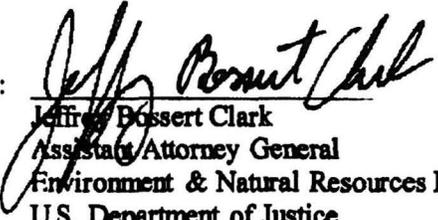
With a copy to:

Brian T. Statter
General Adjuster
Office of the Special Deputy Receiver
222 Merchandise Mart Plaza, Suite 960
Chicago, IL 60654
bstatter@osdchi.com

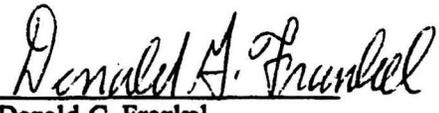
27. This Agreement was reviewed and approved by counsel for both Parties and the language of all parts of this Agreement shall in all cases be construed as a whole according to their meaning and not strictly for or against either of the Parties.

IN WITNESS WHEREOF, the Acting Director of Insurance of the State of Illinois, as Rehabilitator of Centaur Insurance Company and on behalf of Centaur, and the EPA, DOI and NOAA execute this Agreement by their duly authorized officers or representatives.

UNITED STATES OF AMERICA

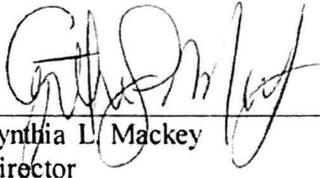
By: 
Jeffrey Bossert Clark
Assistant Attorney General
Environment & Natural Resources Division
U.S. Department of Justice

Date: 5/30/19

By: 
Donald G. Frankel
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
408 Atlantic Avenue
Suite 236
Boston, MA 02110

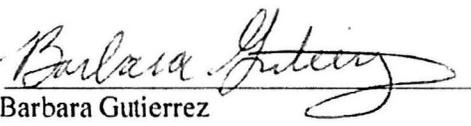
Date: 6/4/19

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By:  _____

Date: 4-29-2019

Cynthia L. Mackey
Director
Office of Site Remediation Enforcement
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460

By:  _____

Date: 4-19-2019

Barbara Gutierrez
Attorney Advisor
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, DC 20460

ROBERT H. MURIEL
ACTING DIRECTOR OF THE ILLINOS DEPARTMENT OF INURANCE
AS REHABILITATOR OF CENTAUR INSURANCE COMPANY

By: 

Date: 4-18-19

J. Kevin Baldwin
General Counsel
Director of Receivership Operations
Office of the Special Deputy Receiver
222 Merchandise Mart Plaza, Suite 960
Chicago, Illinois 60654